(1923) Departmen

SERIES.

G.O. No. 399

DATED 14-3-1923

EDUCATIONAL DEPARTMENT.

In future letters, please quote No. C.No.123 A/22 dated 22-2-23 and short title	Rec'd ____ Enclosures 2 lease deeds Reg'd ____ Spare copies ____.	Telephone No. 1545 / 5235 Telegraphic Address: "Instruction" Madras.

7-FEB-1923

The Old College,

Dated 22nd February 1923.

From

R.G.Grieve Esq., M.A.,

Ag: *Director of Public Instruction,*

Madras.

L. Edn 924B
27/2/23.

To

The Secretary to Government,
Law (Education) Department,
Madras.

Sir,

With reference to G.O.No.1118 (S) Law (Education) dated 4th August 1921 and G.O.No.828 Law (Education) dated 12th July 1922, I have the honour to submit herewith for the approval of Government two lease deeds for the buildings occupied by the Government Secondary and Training School for mistresses, Mangalore at a total rent of Rs.215 per mensem.

2. Attention is invited to condition 4, para 3 in the lease deed relating to the premises No.2 in Mangalore Town. This was inserted on the advice given by the Government Solicitor in order to have a right of renewal in case it is desired to continue the tenancy of the building concerned. I have to point out that no similar condition will be found in the lease deed relating to Bungalow No.10 in Balmatta Compound, as the lessors would not agree to it in view of their decision to let the Bungalows for 2 years only.

3. In this connection, I have to invite the attention of Government to my letter R.O.C.No.1717 J.E/22 dated

1st March 1922 and to state that the deeds, if approved by Govern
ent will have to be signed by the Collector of South Kanara.

I have the honour to be,

S i r,

Your most obedient servant,

For Director of Public Instruction

THIS indenture made the dayof
One thousand nine hundred and twenty two

Between The Mission Trust of Southern India, a body corporate constituted under Act IX of 1921, hereinafter called the "Lessor" (which term shall be taken to include where the context admits its successors and assigns) of th one part and the Secretary of State for India in Council hereinafter called the "Lessee" (which term shall be taken to include where the context admits his successors and assigns) of the other part.

The Lessor hereby agrees to let and the Lessee agrees to take all that piece or parcel of land in the schedule hereunder written particularly mentioned and described together with the buildings thereon and appurtenances thereto belonging or usually held or enjoyed therewith for the term of two years to be taken as commencing from the first day of October one thousand nine hundred an twenty two at the monthly rent of ~~the~~ One hundred and fifty rupees (Rs.150) such rent to be paid clear of all deductions except taxes, rents, assessments and other outgoings and expenses that may be paid by or on behalf of the Lessee in case of default on the part of the Lessor as -- hereinafter provided.

2. The Lessee agrees with the Lessor:--

(i) Topay the said rent before the 30th day of each month succeeding that in respect of which the same shall have become payable.

(ii) To permit the Lessor and his agents to enter at all times after twenty four hours' notice in writing left on the said premises to view the state and condition of the said buildings.

(iii) To replace in case of breakages of doors, windows, panes, etc., the broken panes at his cost.

(iv) That as the said premises are let for the purpose of locating the Government Training and Secondary School for Mistresses, Mangalore, the Lessees guarantees that no girls

re admitted to the Government School (Secondary Section) rom the Kanarese Mission Girls' Secondary School, Balmatha, angalore.

(v) At the expiration or sooner determination of the erm to deliver up the said premises Provided Always that f whenever there shall be any breach of any of the Lessee's greements herein contained, the Lessor may enter upon any art of the said premises in the name of the whole and here-upon this agreement shall determine.

3. The Lessor agrees with the Lessee:-

(i) That the Lessee paying the rent hereby reserved exc s aforesaid and performing and observing the several agree ents by the Lessee herein contained may peacefully hold the said premises during the said term without any interruptio y the Lessor or any person claiming under him.

(ii) That the Lessor will pay all existing and future axes, rates, assessments and other outgoings of every des- ription for the time being payable in respect of the said remises.

(iii) That the Lessor will well and sufficiently repair nd keep in good and habitable repair and condition at his n expense the said premises hereby demised. The Lessor ll not undertake to effect structural repairs during the id tenancy and the Lessee will not be at liberty to under- ke structural repairs to the said premises or to claim any mpen sation therefor, if done contrary to this agreement.

4. Provided always and it is hereby expressly agreed and clared that in case the Lessor shall make default in respe ie said repairs for two weeks after ~~receipt~~ receipt of noti writing from the Lessee requiring him to effect the same in payment of any such taxes, rates, assessments or othe: utgoings aforesaid, it shall be lawful for the Lessee to xecute such repairs and deduct and retain the cost thereof to pay all or any of such taxes, rates, assessments or ther outgoings and deduct the expenses of such repairs or ich payments as the case may be out of the amount of any r

which shall then be or thereafter shall become payable under or by virtue of these presents.

In witness whereof the duly constituted attorney of the Lessor and of the Collector of South Kanara for and on behalf of the Lesse by order and direction of the Government of Madras have here unto set their respective hands the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

Description of the building.

Bungalow No. 10 in Balmatha compound, Town Survey No. 152, Revenue Survey No.15 of Attavar village with out-houses appertaining thereto.

Signed by
the duly constituted attorney of
the Lessor in the presence of:

1.

2.

Signed by the above named
in
the presence of :

THIS indenture made the day of 1922 between Mrs. S.M. Lobo, residing at Light House Hill, Mangalore, hereinafter termed the "Lessor" which term where the context so admits shall be deemed to include her heirs, executors, administrators and assigns of the one part and the Secretary of State for India in Council herein-after called the "Lessee" which term shall where the context admits include his successors and assigns of the other part,

Witnesseth as follows:--

Whereas the premises here-in-after described have been in the occupation of the Government Training School for Mistresses, Mangalore, for some time on a monthly rent of Rs.50/- and whereas as per request of the lessor the said lessee has in his proceedings Ref. C.No. 123 dated 5-9-1922 sanctioned an increased rental of Rs.65/- from the 1st April 1922 for a period of two years ending with the 31st March 1924 and the said lessor has consented to the same, Now this indenture witnesseth that in pursuance of the said agreement the Lessor hereby agrees to let and the Lessee hereby agrees t take all that the building and outhouses Municipal No.2 in Mangalore Town in Survey No. 181 Codial/boil village for a term of 2 years from the 1st April 1922 terminating on the 31st March 1924 upon the following terms and conditions:

1. The lessor aforesaid shall pay all the taxes etc. in respect of the buildings aforesaid during the period of this lease deed.

2. The lessor will well and sufficiently repair and keep in good and habitable repair and condition at his own expense the said premisee hereby demised.

3. The Lessee shall pay or cause to be paid to the Lessor monthly, by the 5th of the month the sum of Rs.65/- and obtain a receipt for the same.

4. The Lessor will on the written request of the tenant

made two calendar months before the expiration of the terms hereby created and if there shall not at the time of such request be any existing breach or non-observance ~~of~~ of any of the covenants ~~of~~ on the Lessee's part here-in-before contained grant to the lessee a lease of the demised premises for the further term of 2 years from the expiration of the said term at the same rent and containing the like covenan ts and proviso as herein contained with the exception of the covenant for renewal.

In witness thereof Mrs. S.M. Lobo the lessor has hereto affixed her hand and seal and
Collector ~~of~~South Kanara for and on behalf of the lessee by order and direction of the Government of Madras hath set his hand and seal the day and year first above written.

Signed by the abovenamed) S.M.Lobo.
)(Wits;
) A.M. Mathias son of Francis
in the presence of) Mathias residing in Attawar
) village.
)
) S.D'Souza son of Marcel D'Souza
) residing at Balmetta road,
) Mangalore.

Signed by the above named)
)
)
)
)
in the presence of)

School.

Govt. sec. and training, for mistresses, mangalore – Rent – lease deeds – approved.

READ AGAIN G.O. No. ..... , dated ..... 192 .

" " " " ..... " ..... 192 .

READ ALSO:–

C. No. 924 B, From the ..... , No. ..... , dated ..... 192 .

" " ..... " " ..... " ..... " ..... 192 .

" " ..... " " ..... " ..... " ..... 192 .

ORDER.

mis

No. 399, dated 14. 3. 192 3

The govt. approve of the lease deeds, submitted by the D.P.I., in respect of the buildings occupied by the govt. secondary and training school for mistresses, mangalore, ~~on a rental and on the conditions~~.

GR 5/3/23

AC SECTION
ESTAB. I
CURRENT NUMBER
900

cw 2.3.23

FL 7.3.23

To the D.P.I (with ref. to his letter No. 123 A/22 dt 22.2.23) with the deeds on pp. 3-7 cf. in orgl. keeping copy. copy to the P.W.D. (with copy of deeds)

Note: P.W.D. no. for acceptance before issue

GR 5/3/23

cw 2.3.23

FL

✓ 6.3.23

Cl Asst (Estt) no 924 B-1

The draft under-noted may be accepted
and returned to Law (Edn.)

C.T.N
10/3

Law (Edn)

L. Sec 1216 B
14/3/23

P.W. No. 900 Acc/23-1
10.3.23

Law (Edn) Dept
To orders as to issue

Tel
11.3.23

GR
14.3.23